

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LIEN		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sovereign Bank		09/27/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Sovereign Bank		
Street Address:	75 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3297547	BEST DOCTORS	
Registration Number:	3104602	BEST DOCTORS	
Registration Number:	2655393	BEST DOCTORS INFORMATION WHEN IT MATTERS MOST	
Registration Number:	2647888		
Registration Number:	2638047	BEST DOCTORS	
Registration Number:	2218424	BEST DOCTORS	
Registration Number:	2162196	THE BEST DOCTORS IN AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(617)350-6878		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.350.6800		
Email:	trademarks@gesmer.com		
Correspondent Name:	Susan M. Mulholland/Gesmer Updegrove LLP		
Address Line 1:	40 Broad Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		

CH \$190.00 3297547

ATTORNEY DOCKET NUMBER:	SOVEREIGN/BEST DOCTORS
NAME OF SUBMITTER:	Susan M. Mulholland
Signature:	/sm mulholland/
Date:	12/13/2007

Total Attachments: 34

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DEMAND LINE OF CREDIT NOTES
LOAN, PLEDGE AND SECURITY AGREEMENT

THIS DEMAND LINE OF CREDIT NOTES LOAN, PLEDGE AND SECURITY AGREEMENT (the "Loan Agreement") is entered into this 25th day of September, 2007, by and among **BEST DOCTORS, INC.**, a Massachusetts corporation with offices at One Boston Place, 201 Washington Street, Boston, Massachusetts 02108 (the "Borrower") and **SOVEREIGN BANK**, a bank with offices at 75 State Street, Boston, Massachusetts 02109 (the "Lender").

W I T N E S S E T H:

In consideration of the premises and of the mutual covenants herein contained and to induce Lender to extend credit to the Borrower, the parties agree as follows:

SECTION 1

DEFINITIONS

1.1 **Definitions.** Capitalized terms that are not otherwise defined herein shall have the meanings set forth in **Exhibit A** attached hereto. Terms not otherwise defined herein or in **Exhibit A** shall have the meanings ascribed to them, if any, in the Code.

SECTION 2

REVOLVING DEMAND LOAN/JOB BANK PROGRAM

2.1 **Revolving Loan.** The Lender agrees, on the terms and conditions set forth in this Loan Agreement and the JBP Demand Note, to make Advances of Principal under the JBP Demand Note to the Borrower, prior to the Mandatory Repayment Date, in amounts such that the aggregate amounts due and outstanding do not exceed the Borrowing Base. A draft copy of the JBP Demand Note is attached hereto as **Exhibit B**.

2.2 **Advances.** The Lender shall advance to the Borrower amounts requested hereunder, provided that (i) there is no Event of Default that is continuing, (ii) the amount to be advanced will not cause the aggregate of all amounts due under the JBP Demand Note, the Demand Note, this Loan Agreement, the Loan Documents and Related Agreements to exceed the Borrowing Base, (iii) all Advances are made prior to the Mandatory Repayment Date and (iv) the Borrower has timely delivered to Lender all prior and the then current Borrowing Base Certificates due under this Loan Agreement.

2.3 **Employment Covenant.**

(a) In exchange for a preferred rate of interest under the JBP Demand Note the Borrower agrees to (i) hire, on or before September 25, 2010, assuming the Borrower has

borrowed at least two hundred and fifty thousand dollars (\$250,000) of Principal under the JBP Demand Note, for employment within the Commonwealth of Massachusetts, no less than three (3) new full time employees, whose wages are reported on Federal Form W-2 (each a "New Full Time Employee") and (ii) for each additional Advance of two hundred and fifty thousand dollars (\$250,000) of Principal under the JBP Note, hire one (1) New Full Time Employee for employment within the Commonwealth of Massachusetts. (the "Employment Covenant").

(b) Each New Full Time Employee shall be designated by the Borrower as a "full time" for all purposes, including but not limited to tax, unemployment insurance and health care insurance reporting purposes, must be hired to work a minimum of thirty-five (35) hours per week, forty-eight (48) weeks per year, and shall not be temporary, seasonal or part-time employees. A New Full Time Employee who actually works less than the minimum requirements set forth herein due to reasons of poor health, physical disability, maternity leave or family leave shall nevertheless be deemed to have satisfied the requirements in this Section 2.3.

(c) Compliance shall be measured at the end of each calendar quarter by a numerical calculation and shall not require the continued employment of any specific individual or the retention of any specific job or function.

(d) Principal reborrowed, following re-payment, is excluded from the initial two hundred and fifty thousand dollar threshold, and each additional two hundred and fifty thousand dollar threshold set forth above.

(e) The Borrower's failure to timely submit an Employment Covenant Certificate to the Lender, and/or its failure to comply with and abide by the Employment Covenant is referred to herein as an "Employment Covenant Default".

(f) Following an Employment Covenant Default the preferred rate of interest under the JBP Demand Note shall automatically expire, and the new rate of interest on all outstanding Principal and all new Advances of Principal shall automatically increase by one percent (1%) per annum above the rate then in effect. Upon the Borrower's cure of the Employment Covenant Default, as determined in the reasonable business judgment of the Lender, the increased rate of interest shall automatically revert back to the preferred rate of interest.

(g) On the earlier of (i) twenty (20) days after the Borrower's satisfaction of the Employment Covenant or (ii) September 25, 2010, it shall complete and submit to the Lender an Employment Covenant Certificate.

(h) Prior to borrowing two hundred and fifty dollars (\$250,000) in Principal under the JBP Demand Note this Section 2.3 shall have no effect.

2.4 Demand Facility. The Lender may, in its sole and absolute discretion, demand payment of all amounts due under the JBP Demand Note, and all amounts due under this Loan Agreement and all other Loan Documents, at any time, for any reason and without notice or written demand.

2.5 Interest Accrual. The terms and conditions relating to the accrual of interest, accrual of default interest, late charges and payment terms are set forth in the JBP Demand Note.

2.6 Automatic Withdrawal to Pay Interest and Fees. Each month all payments of interest, fees, costs and charges due under the JBP Demand Note, this Loan Agreement, the Loan Documents and the Related Agreements will be automatically charged and deducted by the Lender from the Operating Account. If, for any reason, there are insufficient funds in the Operating Account to make a payment, the Borrower remains liable and obligated to timely fund payment of interest, fees, costs and charges due in accordance with the terms of the JBP Demand Note, this Loan Agreement, the Loan Documents and the Related Agreements.

2.7 Prepayment. The Borrower may prepay some or all of the Principal due under the JBP Demand Note. If the Borrower pre-pay Principal under a JBP LIBOR Loan the Borrower shall pay the Lender the LIBOR Rate Fee for such Loan. If the Borrower pre-pays Principal under a JBP Prime Rate Loan such pre-payment is without penalty.

2.8 Reborrowing. Prior to the Mandatory Repayment Date, so long as there is no Event of Default continuing, the amount of Principal pre-paid under Section 2.5 may be reborrowed in accordance with the terms and conditions in the JBP Demand Note and this Loan Agreement. Principal reborrowed, following re-payment, is excluded from the initial two hundred and fifty thousand dollar threshold, and each additional two hundred and fifty thousand dollar threshold set forth in Section 2.3 above.

2.9 Revolving Advances. Subject to the terms and conditions set forth in this Loan Agreement, the Lender shall make Advances under the JBP Demand Note to the Borrower, upon the submission of a Loan Request. The Lender shall not consider any request for an Advance under the JBP Demand Note to the extent that the amount requested plus all amounts due under the JBP Demand Note, the Demand Note, this Loan Agreement, the Loan Documents or the Related Agreements exceed the Borrowing Base, or if such Advance shall trigger an Event of Default.

2.10 Borrowing Procedures.

(a) The Borrower may request a JBP Note Loan by completing and presenting a Loan Request to the Lender, via facsimile, no later than 2:00 PM (EST) on a Business Day. Each Loan Request shall be sent to the Lender at the address and facsimile number set forth on such Loan Request. A draft copy of a Loan Request form is attached hereto as **Exhibit C**.

(b) On each Loan Request the Borrower shall represent and warrant that (i) the Advance and Loan Request will not have a Material Adverse Effect, (ii) there are no continuing Events of Default and (iii) with the Advance the aggregate of all amounts due under the JBP Demand Note, the Demand Note, this Loan Agreement, the Loan Documents and the Related Agreements will not exceed the Borrowing Base.

(c) On each Loan Request under the JBP Demand Note the Borrower shall indicate whether the interest rate on the Advance shall be the Prime Rate Loan or the LIBOR Loan. If the

Borrower elects the LIBOR Loan they shall indicate whether it is the thirty (30), sixty (60) or ninety (90) day LIBOR rate. If the LIBOR Loan is chosen, yet no day length election is made the thirty (30) day LIBOR rate shall apply. If no interest rate election is made the Prime Rate Loan rate shall apply.

(d) Subject to the terms and conditions herein, the Lender shall fund each qualified and approved Advance on the day of Lender's receipt of the Loan Request.

2.11 Excess Advances. The Lender will not fund a JBP Note Loan pursuant to a Loan Request if the aggregate total of all Advances will exceed the Borrowing Base. If at any time the aggregate balance of all Advances outstanding, including without limitation principal, interest and fees, exceeds the Borrowing Base, within one (1) Business Day the Borrower shall prepay the JBP Demand Note so that the aggregate balance of all amounts due under the JBP Demand Note, the Demand Note, this Loan Agreement, the Loan Documents and the Related Documents does not exceed the Borrowing Base. All amounts in excess of the Borrowing Base shall be controlled and governed by the terms, conditions, obligations, representations, warranties, covenants and agreements herein. The Borrower's obligation to comply with this Section 2.11 is automatic, and the Lender has no obligation to notify the Borrower that the aggregate balance of all amounts outstanding exceeds the Borrowing Base. Notwithstanding the foregoing, at any time the Lender has the option of notifying the Borrower that the aggregate balance of all amounts outstanding exceeds the Borrowing Base, and if such notice is given the Lender does not waive or modify any of the terms or conditions in this Loan Agreement.

2.12 Application of Amounts Paid. Upon the Lender's receipt of any payments under the JBP Demand Note, including without limitation any prepayments, the funds received shall be applied as follows: (i) first, to the reasonable costs, expenses and reasonable attorneys' fees and expenses incurred and billed by the Lender for collection of amounts due under the Loan Documents and for the examination, review, acquisition, protection, sale and/or delivery of the Collateral, (ii) second, to default interest and late charges due under this Loan Agreement, the JBP Demand Note, the Loan Documents and the Related Documents, (iii) third, to interest due under the JBP Demand Note, and (iv) fourth, to Principal due under the JBP Demand Note. If any deficiency exists the Borrower shall remain liable to the Lender.

2.13 Sale of Assets. Unless otherwise agreed to by the Lender, in writing, or expressly provided for herein, all net proceeds generated by the sale, disposition, transfer, liquidation, taking or foreclosure of any of the Borrower's assets shall be paid to the Lender and applied to amounts due under the JBP Demand Note in the order and priority set forth in Section 2.12.

2.14 Insurance Proceeds. If the Borrower receives any insurance proceeds arising from the loss, damage or theft of any of its respective assets the Borrower shall have six (6) months to replace or repair the lost, damaged or stolen property. All insurance proceeds that remain after such six month period, or proceeds that were not used to replace or repair the lost, damaged or stolen property, shall be paid to the Lender and applied to amounts due under the JBP Demand Note in the order and priority set forth in Section 2.12.

2.15 Loan Security. All amounts due under the JBP Demand Note, this Loan Agreement, the Loan Documents and the Related Agreements shall be secured by a first priority perfected security interest in the Collateral, other than purchase money security interests which constitute Permitted Liens and the total of all such purchase money security interests does not exceed two hundred thousand dollars (\$200,000).

2.16 Cross Default. An event of default under any obligation of the Borrower with the Lender, under any of the Loan Documents, including without limitation this Loan Agreement, the JBP Demand Note, the Demand Note and the Related Agreements, shall constitute an Event of Default under all of the other Loan Documents.

2.17 Lenders Records and Statement of Account. All Advances of Principal, and interest thereon, and all default interest, late charges, fees and expenses shall be recorded in the books of the Lender and shall be deemed accurate and correct, absent manifest error. If Lender provides the Borrower with a statement of account, such statement will be presumed complete and accurate, absent manifest error, and will be definitive and binding on the Borrower, unless objected to with specificity by the Borrower in writing within thirty (30) days after receipt.

2.18 Increased Costs. If the adoption or change in any Law or Regulation, or the interpretation or application thereof, or compliance by Lender with any request or directive from any central bank, governmental authority or the London interbank market shall impose either (i) a tax on the Loan Agreement, the other Loan Documents, any loan by Lender to the Borrower, (ii) or modify any reserve, special deposit, compulsory loan or similar requirement against assets, deposits or other liabilities arising from advances, loans or other extensions of credit by Lender or (iii) any other condition that results in an increase in the Lender's costs or reduces Lender's rate of return on capital, which the Lender deems material, then the Borrower shall promptly pay Lender, upon demand, additional amounts necessary to compensate Lender for such increased costs or reduced rate of return. The protection of this Section 2.18 shall be available to the Lender regardless of any possible contention of invalidity or inapplicability with respect to the applicable law, regulation or condition provided it applies to all borrowers on a non-discriminatory basis. Any notice from the Lender setting forth the amount or amounts necessary to compensate the Lender under this Section 2.17, when delivered to the Borrower, shall be conclusive absent manifest error. This provision shall survive the termination of this Loan Agreement.

2.19 Additional Payments. Any sums expended by the Lender due to the Borrower's failure to perform or comply with the Borrower's obligations under this Loan Agreement or any of the other Loan Documents may be charged to the JBP Demand Note as an Advance and added to the amounts due under the JBP Demand Note and the other Loan Documents.

SECTION 3

REVOLVING DEMAND LOAN

3.1 Revolving Loan. The Lender agrees, on the terms and conditions set forth in this Loan Agreement and the Demand Note, to make Advances of Principal under the Demand Note to

the Borrower, prior to the Mandatory Repayment Date, in amounts such that the aggregate amounts due and outstanding do not exceed the Borrowing Base. A draft copy of the Demand Note is attached hereto as **Exhibit D**.

3.2 Advances. Only after all Principal has been borrowed and advanced under the JBP Demand Note, the Lender shall advance to the Borrower amounts requested hereunder, provided that (i) there is no Event of Default that is continuing, (ii) the amount to be advanced will not cause the aggregate of all amounts due under the Demand Note, the JBP Demand Note, this Loan Agreement, the Loan Documents and Related Agreements to exceed the Borrowing Base, (iii) all Advances are made prior to the Mandatory Repayment Date and (iv) the Borrower has timely delivered to Lender all prior and the then current Borrowing Base Certificates due under this Loan Agreement.

3.3 Demand Facility. The Lender may, in its sole and absolute discretion, demand payment of all amounts due under the Demand Note, and all amounts due under this Loan Agreement and all other Loan Documents, at any time, for any reason and without notice or written demand.

3.4 Interest Accrual. The terms and conditions relating to the accrual of interest, accrual of default interest, late charges and payment terms are set forth in the Demand Note.

3.5 Automatic Withdrawal to Pay Interest and Fees. Each month all payments of interest, fees, costs and charges due under the Demand Note, this Loan Agreement, the Loan Documents and the Related Agreements will be automatically charged and deducted by the Lender from the Operating Account. If, for any reason, there are insufficient funds in the Operating Account to make a payment, the Borrower shall remain liable and obligated to timely fund payment of interest, fees, costs and charges due in accordance with the terms of the Demand Note, this Loan Agreement, the Loan Documents and the Related Agreements.

3.6 Prepayment. The Borrower may prepay some or all of the Principal due under the Demand Note. If the Borrower pre-pays Principal under a LIBOR Loan the Borrower shall pay the Lender the LIBOR Rate Fee for such Loan. If the Borrower pre-pays Principal under a Prime Rate Loan such pre-payment is without penalty.

3.7 Reborrowing. Prior to the Mandatory Repayment Date, so long as there is no Event of Default continuing, the amount of Principal pre-paid under Section 3.6 may be reborrowed in accordance with the terms and conditions in the Demand Note and this Loan Agreement.

3.8 Revolving Advances. Subject to the terms and conditions set forth in this Loan Agreement, the Lender shall make Advances under the Demand Note to the Borrower, upon the submission of a Loan Request. The Lender shall not consider any request for an Advance under the Demand Note to the extent that (i) all Principal has not been advanced under the JBP Demand Note and (ii) the amount requested plus all amounts due under the Demand Note, the JBP Demand

Note, this Loan Agreement, the Loan Documents or the Related Agreements exceed the Borrowing Base, or if such Advance shall trigger an Event of Default.

3.9 Borrowing Procedures.

(a) The Borrower may request a Demand Note Loan by completing and presenting a Loan Request to the Lender, via facsimile, no later than 2:00 PM (EST) on a Business Day. Each Loan Request shall be sent to the Lender at the address and facsimile number set forth on such Loan Request. A draft copy of a Loan Request form is attached hereto as **Exhibit C**.

(b) On each Loan Request under the Demand Note the Borrower shall represent and warrant that (i) all Principal available under the JBP Demand Note has been advanced, (ii) the Advance and Loan Request under the Demand Note will not have a Material Adverse Effect, (iii) there are no continuing Events of Default and (iv) with the Advance the aggregate of all amounts due under the Demand Note, the JBP Demand Note, this Loan Agreement, the Loan Documents and the Related Agreements will not exceed the Borrowing Base.

(c) On each Loan Request under the Demand Note the Borrower shall indicate whether the interest rate on the Advance shall be the Prime Rate Loan or the LIBOR Loan. If the Borrower elects the LIBOR Loan it shall indicate whether it is the thirty (30), sixty (60) or ninety (90) day LIBOR rate. If the LIBOR Loan is chosen, yet no day length election is made the thirty (30) day LIBOR rate shall apply. If no interest rate election is made the Prime Rate Loan rate shall apply.

(d) Subject to the terms and conditions herein, the Lender shall fund each qualified and approved Advance under the Demand Note on the day of Lender's receipt of the Loan Request.

3.10 Excess Advances. The Lender will not fund a Demand Note Loan pursuant to a Loan Request if the aggregate total of all Advances will exceed the Borrowing Base. If at any time the aggregate balance of all Advances outstanding, including without limitation principal, interest and fees, exceeds the Borrowing Base, within one (1) Business Day the Borrower shall prepay the Demand Note so that the aggregate balance of all amounts due under the Demand Note, the JBP Demand Note, this Loan Agreement, the Loan Documents and the Related Documents does not exceed the Borrowing Base. All amounts in excess of the Borrowing Base shall be controlled and governed by the terms, conditions, obligations, representations, warranties, covenants and agreements herein. The Borrower's obligation to comply with this Section 3.10 is automatic, and the Lender has no obligation to notify the Borrower that the aggregate balance of all amounts outstanding exceeds the Borrowing Base. Notwithstanding the foregoing, at any time the Lender has the option of notifying the Borrower that the aggregate balance of all amounts outstanding exceeds the Borrowing Base, and if such notice is given the Lender does not waive or modify any of the terms or conditions in this Loan Agreement.

3.11 Application of Amounts Paid. Upon the Lender's receipt of any payments under the JBP Demand Note, including without limitation any prepayments, the funds received shall be

applied as follows: (i) first, to the reasonable costs, expenses and reasonable attorneys' fees and expenses incurred and billed by the Lender for collection of amounts due under the Loan Documents and for the examination, review, acquisition, protection, sale and/or delivery of the Collateral, (ii) second, to default interest and late charges due under this Loan Agreement, the JBP Demand Note, the Loan Documents and the Related Documents, (iii) third, to interest due under the JBP Demand Note, and (iv) fourth, to Principal due under the JBP Demand Note. If any deficiency exists the Borrower shall remain liable to the Lender.

3.12 Sale of Assets. Unless otherwise agreed to by the Lender, in writing, or expressly provided for herein, all net proceeds generated by the sale, disposition, transfer, liquidation, taking or foreclosure of any of the Borrower's assets shall be paid to the Lender and applied first to amounts due under the JBP Demand Note and then under the Demand Note, in the order and priority set forth in Section 3.11.

3.13 Insurance Proceeds. If the Borrower receives any insurance proceeds arising from the loss, damage or theft of any of its assets the Borrower shall have six (6) months to replace or repair the lost, damaged or stolen property. All insurance proceeds that remain after such six month period, or proceeds that were not used to replace or repair the lost, damaged or stolen property, shall be paid to the Lender and applied first to amounts due under the JBP Demand Note and then to amounts due under the Demand Note in the order and priority set forth in Section 3.11.

3.14 Loan Security. All amounts due under the Demand Note, this Loan Agreement, the Loan Documents and the Related Agreements shall be secured by a first priority perfected security interest in the Collateral, other than purchase money security interests which constitute Permitted Liens and the total of all such purchase money security interests does not exceed two hundred thousand dollars (\$200,000).

3.15 Cross Default. An event of default under any obligation of the Borrower with the Lender, under any of the Loan Documents, including without limitation this Loan Agreement, the Demand Note, the JBP Demand Note and the Related Agreements, shall constitute an Event of Default under all of the other Loan Documents.

3.16 Lenders Records and Statement of Account. All Advances of Principal, and interest thereon, and all default interest, late charges, fees and expenses shall be recorded in the books of the Lender and shall be deemed accurate and correct, absent manifest error. If Lender provides the Borrower with a statement of account, such statement will be presumed complete and accurate and will, absent manifest error, be definitive and binding on the Borrower, unless objected to with specificity by the Borrower in writing within thirty (30) days after receipt.

3.17 Increased Costs. If the adoption or change in any Law or Regulation, or the interpretation or application thereof, or compliance by Lender with any request or directive from any central bank, governmental authority or the London interbank market shall impose either (i) a tax on the Loan Agreement, the other Loan Documents, any loan by Lender to the Borrower, (ii) or modify any reserve, special deposit, compulsory loan or similar requirement against assets,

deposits or other liabilities arising from advances, loans or other extensions of credit by Lender or (iii) any other condition that results in an increase in the Lender's costs or reduces Lender's rate of return on capital, which the Lender deems material, then the Borrower shall promptly pay Lender, upon demand, additional amounts necessary to compensate Lender for such increased costs or reduced rate of return. The protection of this Section 3.18 shall be available to the Lender regardless of any possible contention of invalidity or inapplicability with respect to the applicable law, regulation or condition provided it applies to all borrowers on a non-discriminatory basis. Any notice from the Lender setting forth the amount or amounts necessary to compensate the Lender under this Section 3.18, when delivered to the Borrower, shall be conclusive absent manifest error. This provision shall survive the termination of this Loan Agreement.

3.18 Additional Payments. Any sums expended by the Lender due to the Borrower's failure to perform or comply with the Borrower's obligations under this Loan Agreement or any of the other Loan Documents may be charged to the Demand Note as an Advance and added to the amounts due under the Demand Note and the other Loan Documents.

SECTION 4

SECURITY AGREEMENT

4.1 The Borrower's Grant of Security Interest. As security for the payment and performance of any and all of the Indebtedness, including without limitation all amounts due under the JBP Demand Note, Demand Note, this Loan Agreement, the Loan Documents and the Related Documents, and the performance of all obligations and covenants of the Borrower hereunder and under the Loan Documents, certain or contingent, now existing or hereafter arising, which are now, or may at any time or times hereafter be owing by the Borrower to Lender pursuant to the Loan Documents, the Borrower hereby pledges to Lender and grants Lender a continuing security interest in and general Lien upon and right of set-off against, all right, title and interest of the Borrower in and to the Collateral, including without limitation all security deposits and Deposit Accounts, whether now owned or hereafter acquired by the Borrower. The Borrower further grants the Lender a right of set-off against the Borrower's property held by the Lender, now or hereinafter in the possession, custody or control or in transit to the Lender.

4.2 Exercise of Rights. Except as set forth herein, or under applicable law, Lender shall not be obligated to exercise any degree of care greater than the degree of care as it relates to its own assets in connection with any Collateral in its possession, to take any steps necessary to preserve any rights in any of the Collateral or to preserve any rights therein of or against all other parties. No segregation or specific allocation by Lender of specified items of Collateral against any liability of the Borrower shall waive or affect any security interest in or Lien against other items of Collateral or any of Lender's options, powers or rights under this Loan Agreement, the Loan Documents or applicable law.

4.3 Post Default Communications. Following and during the continuance of an Event of Default, Lender may at any time and from time to time, with or without notice to the Borrower (i) transfer into the name of Lender or the name of Lender's nominee any of the Collateral, (ii)

notify any holder of any Collateral to transfer Collateral in such party's possession directly to the Lender and (iii) receive and direct the disposition of any proceeds of any Collateral. Once any such notice has been given to any Person, the Borrower shall not give any contrary instruction to such Person without the Lender's written consent, until such time as the Event of Default is no longer continuing.

4.4 Waiver of Marshaling. The Borrower waives any right it may have to require marshaling of their respective assets.

4.5 Continuing Duty of The Borrower. It is expressly agreed by the Borrower that, notwithstanding anything herein to the contrary, it remains liable under each of its respective contracts, Leases and each of its licenses to which it is a party (if any), to observe and perform all of the conditions and obligations to be observed and performed thereunder. Lender shall not have any obligation or liability under any contract, Lease or license by reason of or arising out of this Loan Agreement, or the granting of the Liens herein, or the receipt by Lender of any payment relating to any contract or license pursuant hereto. The Lender shall not be required or obligated in any manner to perform or fulfill any of the obligations of the Borrower, under or pursuant to any contract or license, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under contract or license, or to present or file any claims, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4.6 Permitted Communications. Prior to and during the continuance of an Event of Default the Lender may, in the name of the Borrower, or a third party, communicate (by mail, email, telephone, facsimile or otherwise) with Persons, parties to contracts or obligors in respect of Instruments, Accounts, Chattel Paper and/or payment intangibles to inquire about the amounts outstanding and status of such Instruments, Accounts, Chattel Paper and/or payment intangibles. During a continuing Event of Default the Lender may at any time, in Lender's own name, the name of the Borrower, or in the name of Lender's nominee; communicate by mail, email, telephone, facsimile, email or otherwise with Persons, parties to or obligors under Instruments, Accounts, Chattel Paper and/or payment intangibles.

SECTION 4A

PLEDGE OF SECURITIES and GRANT OF SECURITY INTEREST

4A.1 As security for the payment and performance of any and all of the Indebtedness, including without limitation all amounts due under the JBP Demand Note, Demand Note, this Loan Agreement, the Loan Documents and the Related Documents, and the performance of all obligations and covenants of the Borrower hereunder and under the Loan Documents, certain or contingent, now existing or hereafter arising, which are now, or may at any time or times hereafter be owing by the Borrower to Lender pursuant to the Loan Documents, the Borrower hereby pledges to Lender and grants Lender a continuing security interest in and general Lien

upon and right of set-off against, all right, title and interests of the Borrower in sixty-six percent (66%) of the Borrower's Equity Interests in all of the Foreign Subsidiaries, whether now owned or hereafter created or acquired by the Borrower, together with all proceeds and substitutions thereof, all cash, stock and other moneys and property paid thereon, all rights to subscribe for securities declared or granted in connection therewith, and all other cash and noncash proceeds of the foregoing.

4A.2 The certificate or certificates for the securities covered by this Section 4A shall be delivered to the Lender at closing, and shall be held by Lender until all Indebtedness is paid in full.

4A.3 Stock powers, substantially similar to the form stock power attached hereto as **Exhibit E**, shall be executed in blank by the Borrower and together with this Agreement delivered to the Lender.

4A.4 Each Foreign Subsidiary shall cause its respective books to reflect the Borrower's pledge of such Foreign Subsidiary's Equity Interest.

4A.5 Upon the occurrence and continuation of an Event of Default under this Agreement, or any of the other Loan Documents, the Lender may effect the transfer of any of the Equity Interests into the name of Lender, or Lender's designee, and cause new certificates representing such securities to be issued in the name of Lender.

4A.6 The Borrower will execute and deliver such documents, and take or cause to be taken such actions, as Lender may reasonably request to perfect or continue the perfection of Lender's security interest in the Equity Interests.

SECTION 5

CONDITIONS PRECEDENT TO CLOSING

5.1 Conditions Precedent to Funding Advances on the Closing Date and Thereafter. In addition to any other requirements set forth in this Loan Agreement and the Loan Documents, Lender will not make and fund an Advance of Principal under the JBP Demand Note and the Demand Note unless and until the following conditions shall have been satisfied:

- (a) Loan Documents. The Borrower shall have executed and delivered to the Lender all of the Loan Documents, all in a form and substance acceptable to the Lender;
- (b) The Borrower's Supporting Documents. The Borrower shall cause to be delivered to Lender the following documents:
 - (i) Certified resolutions of the boards of directors for the Borrower, signed by the respective secretaries, or another authorized officer, or such other Person, authorizing the execution, delivery and performance of the Loan Documents;

- (ii) a good standing certificate for the Borrower, certified by the appropriate government officials;
 - (iii) Treasurers' Certificates for Payment of Taxes, certifying that all of Borrower's taxes have been timely paid and all tax returns, notices and extensions have been timely filed;
 - (iv) the legal opinion of Borrower's counsel addressed to Lender regarding due authority of the Borrower, enforceability and delivery of the Loan Documents, compliance and non-breach of all material agreements and perfection of the Lender's security interest, in a form acceptable to Lender and Lender's counsel;
 - (v) Satisfactory evidence of payment of all reasonable fees due and reimbursement of all costs incurred by Lender, and evidence of payment to other parties of all fees or costs which the Borrower is required to pay under this Loan Agreement; and
 - (vi) Delivery of an insurance binder listing Lender as loss payee and additional insured, on terms and conditions acceptable to the Lender, together with a lender's loss payment endorsement.
- (c) Accounts. With the exception of the deposit accounts listed in Exhibit F (the "Excluded Deposit Accounts"), the Borrower shall open all of its Deposit Accounts with Lender. All Deposit Accounts of the Borrower which are not maintained by the Lender shall be subject to a control agreement reasonably acceptable to the Lender;
- (d) Perfection of Liens. UCC-1/financing statements shall have been duly recorded or filed in the manner and places required by law to establish, preserve, protect and perfect the interests and rights created or intended to be created by the security interest granted by the Borrower to the Lender to secure the Borrower's obligations under the Loan Documents; and all taxes, fees and other charges in connection with the execution, delivery and filing of such financing statements shall duly have been paid;
- (e) Termination of Citizens Bank Facility. All credit facilities, and all documents and agreements related to such credit facilities, by and between the Borrower and Citizens Bank shall be terminated and unconditionally released, and all liens held by Citizens Bank on Borrower's assets shall be terminated and unconditionally released;
- (f) No Adverse Change. There shall have been no change that could have a Material Adverse Effect on the condition, financial or otherwise, of the Borrower or the Collateral;

- (g) Lease Agreements. The Lender has reviewed and approved all Leases, and which are assigned to the Lender as additional collateral to secure all obligations under the Loan Documents. Further, that the Borrower's landlords under each Lease shall have executed and delivered to the Lender a Landlord's Waiver and Consent Agreement, and a Subordination, Non-Disturbance and Attornment Agreement, which are acceptable to the Lender in its sole and absolute discretion;
- (h) License Agreements. Except for licenses from third parties under standard "shrink wrap", "click through" and "off the shelf" license agreements, an acknowledgment and agreement from each licensor in favor of the Lender, under each license agreement to which the Borrower is a party, together with a true and complete copy of each license agreement;
- (i) Licenses and Permits to Conduct Business. Evidence that the Borrower is duly licensed and qualified to transact business in all jurisdictions where it transacts business and/or where the character of property owned or leased by the Borrower, or the nature of the business transacted by the Borrower makes licensing or qualification necessary, and where the failure to be so licensed and qualified to do business will have a Material Adverse Effect on the Borrower;
- (j) Underwriting Fee. The Borrower has paid to the Lender a fee equal to seven thousand five hundred dollars (\$7,500) (the "Underwriting Fee"). The Underwriting Fee is in addition to the amounts due hereunder, and shall not be credited or applied to amounts due the JBP Demand Note or Demand Note;
- (j) Stock Certificates and Stock Powers. The Borrower shall deliver to the Lender all Equity Interests pledged under Section 4A herein, and all stock powers, executed in blank, which relate to such Equity Interests; and
- (k) Additional Documents. The Borrower shall have delivered to Lender all such other opinions, documents, certificates and other assurances that Lender or its counsel may reasonably require.

SECTION 6

REPRESENTATIONS AND WARRANTIES

6.1 In order to induce Lender to enter into this Loan Agreement and to make the loans provided for herein, the Borrower makes the following representations and warranties, all of which shall survive the execution and delivery of this Loan Agreement and the Loan Documents. Unless otherwise specified, the following representations and warranties shall be deemed made as of the date hereof:

- (a) Valid Existence. Borrower is a corporation duly organized, validly existing and in good corporate standing under the laws of the jurisdiction of its organization and is

duly qualified or licensed to transact business in all places where the failure to be so qualified would have a Material Adverse Effect on it.

- (b) Power to Act. Borrower has the requisite power to make execute and perform the Loan Documents executed by it, and all such instruments will constitute the legal, valid and binding obligations of the Borrower, enforceable in accordance with their respective terms, subject only to the Borrower's bankruptcy, insolvency, reorganization, or other similar laws relating to or staying the enforcement of remedies of creditors generally, and the effect of rules of law governing, or practices of courts with respect to, specific enforcement, injunctive relief and other equitable remedies generally.
- (c) Authority. The execution and delivery of the Loan Documents by the Borrower, and performance thereof by the Borrower, has been duly authorized by all necessary corporate action, and do not violate any provision of law or regulation, or any writ, order or decree of any court or governmental or regulatory authority or agency or any provision of the governing instruments of such Person, and do not, with the passage of time or the giving of notice, result in a breach of, or constitute a default or require any consent under, or result in the creation of any Lien upon any property or assets of such Person pursuant to, any law, regulation, instrument or agreement to which any such Person is a party or by which any such Person or its respective properties may be subject, bound or affected.
- (d) Financial Condition. Other than as disclosed in financial statements delivered to the Lender on or prior to the date hereof, the Borrower has no material direct or contingent obligations or liabilities (including any guarantees or leases) or any material unrealized or anticipated losses from any commitments of such Person except as described on **Exhibit G**. All financial statements of the Borrower have been prepared in accordance with GAAP and fairly present the financial condition of the Borrower, as of the date thereof.
- (e) Knowledge of Material Adverse Facts. The Borrower is not aware of any material adverse fact (other than facts which are generally available to the public and not particular to the Borrower, such as general economic or industry trends) concerning the condition of the Borrower, which has not been fully disclosed to Lender, including any material adverse change in the operations or financial condition of the Borrower since the date of the most recent financial statements delivered to Lender.
- (f) Solvency. The Borrower is Solvent, and after consummation of the transactions set forth in this Loan Agreement and the other Loan Documents the Borrower will be and remain Solvent.
- (g) Litigation. Except as disclosed in **Exhibit H** (if any), there are no suits or proceedings pending, or to the knowledge of the Borrower threatened, before any court or by or before any governmental or regulatory authority, commission, bureau or agency or public regulatory body against or affecting the Borrower, or its

assets or properties, which if adversely determined would have a Material Adverse Effect.

- (h) Adverse Affect of Agreements. The Borrower is in default in the performance, observance or fulfillment of any of the material obligations, covenants or conditions contained in any agreement or instrument to which it is a party, or any law, regulation, decree, order or the like applicable to it.
- (i) Authorizations. All material authorizations, consents, approvals, certificates and licenses required under applicable law or regulation for the ownership or operation of the property owned or operated by the Borrower, or for the conduct of any business in which they are engaged have been duly issued and are in full force and effect, and it is not in default, nor to its knowledge has any event occurred which with the passage of time or the giving of notice, or both, would constitute a default, under any of the terms or provisions of any part thereof, or under any order, decree, ruling, regulation, or other decision or instrument of any governmental commission, bureau or other administrative agency or public regulatory body having jurisdiction over the Borrower, which default would have a Material Adverse Effect on the Borrower. Except for the filing of UCC-1/Financing Statements as noted herein, no approval, consent or authorization of, or filing or registration with, any governmental commission, bureau or other regulatory authority or agency is required with respect to the execution, delivery or performance of any Loan Document.
- (j) Title. The Borrower has good title to all of its assets and properties shown in its financial statements, free and clear of all Liens, except Permitted Liens. The Borrower has full ownership rights in the Collateral.
- (k) Collateral. The security interests granted to Lender herein and pursuant to any other Loan Document with the Lender, (a) constitute and, as to subsequently acquired property included in the Collateral, will constitute, security interests under the Code and (b) subject to the Sellers Liens, are, and as to such subsequently acquired Collateral will be superior and prior to the rights of all third persons, now existing or hereafter arising. All of the Collateral is intended for use solely in the Borrower's businesses.
- (l) Taxes. The Borrower has filed all federal, state and local income and other tax returns which are required to be filed, and have paid all taxes as shown on said returns and all taxes, including withholding, FICA and ad valorem taxes, shown on all assessments received by it to the extent that such taxes have become due, or has set aside reserves to timely pay such taxes and/or assessments. The Borrower is not subject to any federal, state or local tax Liens nor has such Person received any notice of deficiency or other official notice of delinquent taxes. The Borrower has paid all sales and excise taxes payable by it, to the extent such taxes have become due.

- (m) Labor Law Matters. To the Borrower's knowledge no goods or services have been or will be produced, provided or performed by the Borrower in violation of any applicable labor laws or regulations or any collective bargaining agreement or other labor agreements or in violation of any minimum wage, wage-and-hour or other similar laws or regulations applicable to the Borrower, which will have a Material Adverse Effect on the Borrower.
- (n) Judgment Liens. Except as set forth in **Exhibit I**, neither the Borrower nor any of its assets, are subject to any unpaid judgments (whether or not stayed) or any judgment liens in excess of fifty thousand dollars (\$50,000), in any jurisdiction. Following the Closing Date and until all amounts due under the Loan Documents are paid in full, the Borrower shall amend and deliver to Lender **Exhibit I** as soon as (i) judgments and judgment liens listed therein are dismissed, satisfied and/or released and (ii) additional judgments and/or judgment liens in excess of fifty thousand dollars (\$50,000) are entered against the Borrower or filed against its assets.
- (o) Subsidiaries. A complete list of the Borrower's Subsidiaries is set forth in **Exhibit J**.
- (p) Environmental. Except as disclosed in **Exhibit K**, and except for ordinary and customary amounts of solvents, cleaners and similar materials used in the ordinary course of the Borrower's businesses and in compliance in all material respects with all applicable Environmental Laws, to the Borrower's knowledge the Borrower has not generated, stored or disposed of any Regulated Material on any portion of its property currently owned, operated or leased by the Borrower, or transferred any Regulated Material from such property to any other location in violation of any applicable Environmental Laws. Except as disclosed on **Exhibit L**, the Borrower is in compliance in all material respects with all applicable Environmental Laws and the Borrower has not been notified of any action, suit, proceeding or investigation which calls into question compliance by the Borrower with any Environmental Laws, or which seeks to suspend, revoke or terminate any license, permit or approval necessary for the generation, handling, storage, treatment or disposal of any Regulated Material.
- (q) ERISA. The Borrower has furnished to Lender true and complete copies of the latest annual report required to be filed pursuant to Section 104 of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), with respect to each employee benefit plan or other plan maintained for employees of the Borrower, and covered by Title IV of ERISA (a "**Plan**"), and no Termination Event (as hereinafter defined) with respect to any Plan has occurred and is continuing. For the purposes of this Loan Agreement, a "Termination Event" shall mean a "reportable event" as defined in Section 4043(b) of ERISA, or the filing of a notice of intent to terminate under Section 4041 of ERISA. Neither the Borrower

nor any of its Subsidiaries have any unfunded liability with respect to any such Plan.

- (r) Investment Company Act. The Borrower is not an "investment company" as defined in the Investment Company Act of 1940, as amended.
- (s) Compliance with Covenants; No Default. The Borrower is, and upon funding of the JBP Demand Note and Demand Note will be in compliance with all of the covenants hereof. No Event of Default has occurred and is continuing, and the execution, delivery and performance of the Loan Documents and the funding of the JBP Demand Note and/or Demand Note will not cause an Event of Default.
- (t) Full Disclosure. There is no material fact, which is known by the Borrower that the Borrower has not disclosed to Lender that would have a Material Adverse Effect. No Loan Document, nor any agreement, document, certificate or statement delivered by the Borrower to Lender, knowingly contains any untrue statement of a material fact or omits to state any material fact that is known or which should be known by the Borrower that is necessary to keep the other statements from being misleading.
- (u) Warehousemen, Consignees and Bailees. None of the Collateral is (i) stored or located in a warehouse or other location, which would give the owner, tenant, sub-landlord, sub-tenant, operator, manager or warehouseman a claim to or lien on the Collateral, (ii) in the possession or control of a third party on consignment and (iii) in the possession or control of a third party bailee.

6.2 Updates. Following the Closing Date the Borrower shall, from time to time, deliver to Lender updated schedules to this Section 6 with respect to facts and circumstances arising after the Closing Date. Provided that such updated schedules do not have a Material Adverse Effect, the same shall be incorporated herein. Notwithstanding the foregoing, this Section 6.2 in no way is intended to change or alter the DEMAND nature of the JBP Demand Note, the Demand Note and the other Loan Documents.

SECTION 7

AFFIRMATIVE COVENANTS

7.1 Payment and Performance. The Borrower will duly and punctually pay all interest and principal as and when it becomes due to the Lender under the Loan Documents, including without limitation this Loan Agreement and the JBP Demand Note and Demand Note, and will duly and punctually perform all things on its part to be done or performed under this Loan Agreement, or pursuant to any instrument, document or agreement executed pursuant hereto.

7.2 Use of Loan Proceeds. The Borrower shall use the proceeds of the JBP Demand Note and Demand Note to fund working capital needs.

7.3 Maintenance of Business and Collateral. The Borrower shall maintain all of its property and assets used or useful in the conduct of its business, and keep the same in working order and condition, ordinary wear and tear, fire and casualty excepted, and from time to time make, or cause to be made, all material needful and proper repairs, renewals, replacements, betterments and improvements thereto so that the business carried on in connection therewith may be conducted properly and in accordance with standards generally accepted in businesses of a similar type and size at all times, and maintain and keep in full force and effect all licenses and permits reasonably necessary for the proper conduct of their respective businesses and operation of their respective properties. Notwithstanding the foregoing, The Borrower may transfer, sell or dispose of Collateral which is obsolete, damaged, or no longer in use, so long as the gross proceeds generated by the transfer, sale, damage or disposal of such Collateral is used to either (i) replace or repair such transferred, sold, damaged or disposed of Collateral, or (ii) re-pay amounts due under the JBP Demand Note, Demand Note, Loan Documents and Related Agreements.

7.4 Insurance. On or before the date of this Loan Agreement, and so long as any amount is due under any of the Loan Documents, the Borrower shall obtain and maintain property and casualty insurance on all of the Collateral, liability insurance, workers' compensation insurance, business interruption insurance and account receivables insurance, from good and responsible insurance companies reasonably satisfactory to Lender. All insurance policies shall be in amounts and shall contain co-insurance and deductible provisions reasonably approved in advance by Lender. The Lender shall be named as the creditor/loss payee in all policies, under the name "SOVEREIGN BANK, its successor and assigns, as their interests may appear." All such insurance may not be cancelled without first obtaining the Lender's written consent, which consent must be obtained no less than twenty (20) days before the insurance will be cancelled. If the insurance is cancelled, for any reason, the Lender may maintain the existing policy or policies or obtain new insurance. All such premiums paid for by the Lender shall be added to, included and become the Borrower's obligations to the Lender under this Loan Agreement, the JBP Demand Note, the Demand Note and the Loan Documents.

7.5 Notice of Default. The Borrower shall provide to Lender prompt notice of (a) the occurrence and continuance of an Event of Default and what action (if any) the Borrower is taking to correct the same, (b) any litigation or changes in existing litigation, which includes a claim or claims against the Borrower in excess of one hundred thousand dollars (\$100,000), or any judgment in excess of one hundred thousand dollars (\$100,000), against it or any of its assets, (c) any damage or loss to property in excess of one hundred thousand dollars (\$100,000), (d) any notice from taxing authorities as to claimed deficiencies in excess of one hundred thousand dollars (\$100,000) or any tax lien or any notice relating to alleged ERISA violations, (e) any ERISA Event, (f) any Termination Event, (g) any rejection, return, offset, dispute, loss or other circumstance having a Material Adverse Effect on any Collateral, (h) the cancellation or termination of, or any default under, any agreement to which the Borrower is a party, the termination of which, or default, will have a Material Adverse Effect on the Borrower, (i) any acceleration of the maturity of any Debt of the Borrower in excess of one hundred thousand dollars (\$100,000), and (j) any loss or threatened loss of licenses or permits, the loss of which will have a Material Adverse Effect on the Borrower, or its business.

7.6 Inspections. The Borrower shall permit the Lender to inspect the Collateral, the Borrower's business premises, business records and the Borrower's other records and property (collectively a "**Field Examination**") once per year, so long as there is no Event of Default. If there occurs and continues an Event of Default, or if in the Lender's commercially reasonable opinion the Borrower's financial results have materially deteriorated, the Lender may conduct additional Field Examinations. The Lender shall conducted an initial exam of the Borrower's books and records and a Field Examination prior to the Closing Date. If the Lender determines that there are any significant deficiencies between the initial exam and the Field Examination, the Lender reserves the right to conduct an additional Field Examination during the first six (6) months after the Closing Date. The Borrower shall permit Field Examinations at such times and in such manner as may be reasonably required by Lender. The reasonable cost of all such Field Examinations shall be paid by the Borrower, become part of the Indebtedness and shall not exceed \$15,000 for any one Field Examination.

7.7 Appraisals. The Lender may appraise the Collateral once every year, so long as there is no Event of Default continuing. If there occurs and continues an Event of Default the Lender may appraise the Collateral as often as may be required by Lender. The reasonable cost of all such appraisals shall be paid by the Borrower, become part of the Indebtedness and shall not exceed \$10,000 for any one appraisal.

7.8 Employment Covenant. On or before the first two hundred and fifty-thousand dollars (\$250,000) of principal is Advanced under the JBP Demand Note (the "**Covenant Compliance Date**"), the Borrower shall satisfy and comply with the Employment Covenant. The Borrower shall maintain its workforce for employment in the Commonwealth of Massachusetts at all times until the Mandatory Repayment Date. The Borrower shall certify compliance with the Employment Covenant, by submitting an Employment Covenant Certificate to the Lender on or before ten (10) days after the Covenant Compliance Date . A draft Employment Covenant Certificate is attached hereto as **Exhibit M**. Compliance with the Employment Covenant shall be measured by a numerical calculation, and shall not require the continued employment of any specific individual or the retention of any specific job or function.

7.9 Permitted Loans. Simultaneous with a Permitted Loan the Borrower shall (i) deliver to the Lender any and all documents related to such Permitted Loan, including without limitation any and all notes evidencing such Permitted Loan (collectively "**Permitted Loan Documents**"), (ii) notify, in writing, each borrower under such Permitted Loan that the Lender holds a security interest in the Permitted Loan, and the Lender has possession of the Permitted Loan Documents.

7.10 Affiliate Contracts. For avoidance of doubt, the Borrower may enter into contracts with its affiliates so long as such contracts are (i) in writing, (ii) promptly disclosed to the Lender and (iii) comply with applicable Internal Revenue Service standards and regulations.

SECTION 8

FINANCIAL INFORMATION AND DISCLOSURES

8.1 Financial Information. The Borrower shall maintain their books and records in accordance with GAAP.

8.2 Financial Information Furnished by The Borrower. The Borrower shall furnish to Lender the following periodic financial information:

(a) Monthly.

- (i) Within ten (10) days after the end of each calendar month a completed and executed Borrowing Base Certificate. A draft Borrowing base Certificate is attached hereto as **Exhibit N**, which shall include an accounts receivable aging report for the Borrower. A Borrowing Base Certificate is not required if there is no outstanding balance due under any of the Loan Documents and the Borrower do not reasonably anticipate submitting a Loan Request during the current and next calendar month.

(b) Quarterly.

- (i) Within forty-five (45) days after the end of each calendar quarter:
- (A) a management prepared balance sheet, income statement and statement of cash flows, which reflect the Borrower's financial condition and operating results, together with all supporting schedules, and certified by the Borrower as true and correct and fairly representing the financial condition of the Borrower and Best Doctor Canada, and that such statements are prepared in accordance with GAAP, except without footnotes and subject to normal year-end adjustments;

(c) Annual Statements.

- (i) Within one hundred and eighty days (180) days after the end of each fiscal year, audited financial statements, including a balance sheet, income statement and statement of cash flows, reviewed by Carlin, Charron & Rosen, LLP or another accounting firm reasonably acceptable to the Lender, together with all supporting schedules, prepared in accordance with GAAP, and any management letter or letter of recommendation to and from the accounting firm; and
- (iii) Within thirty (30) days after the end of the fiscal year, a management prepared financial budget, including planned capital expenses, for the upcoming fiscal year.

8.3 Auditor's Documents and Communications. Promptly upon receipt thereof, the Borrower shall deliver to the Lender copies of any reports, communications and documents submitted by the Borrower's independent public accountants related to FASB standards 103 and 112.

8.4 Other Information. The Borrower shall furnish to the Lender such other information reasonably requested by Lender from time to time concerning the business, properties or financial condition of the Borrower.

SECTION 9

COVENANTS OF COMPLIANCE AND COLLATERAL

9.1 Maintenance of Existence and Rights. The Borrower shall preserve and maintain their corporate existence, authority to transact business, rights and franchises, trade names, patents, trademarks and permits material and necessary to the conduct of its business.

9.2 Payment of Taxes The Borrower shall pay before delinquent all of its debts and taxes, except for nonpayment of taxes being actively contested in accordance with law and with proper reserves maintained on its books and records.

9.3 Compliance; Hazardous Materials. The Borrower shall comply in all material respects with all laws, regulations, ordinances and other legal requirements applicable to it, specifically including, without limitation, ERISA, all securities laws and all laws relating to hazardous materials and the environment. Unless approved in writing by Lender, the Borrower shall not engage in the storage, manufacture, disposition, processing, handling, use or transportation of any hazardous or toxic materials, except for ordinary and customary amounts of solvents, cleaners and similar materials used in the Borrower's ordinary course of business in accordance with applicable laws.

9.4 Compliance with Assignment Laws. The Borrower shall, if required by the Lender, comply with the Federal Assignment of Claims Act and any other applicable law relating to assignment of government contracts.

9.5 Compliance with Intellectual Property. The Borrower shall maintain all of their Intellectual Property and License(s), and shall actively pursue any infringement of any such Intellectual Property or License(s). The Borrower shall operate their businesses so as to not knowingly infringe any patent, trademark or copyright.

9.6 Further Assurances. The Borrower shall take such further action and provide to Lender such further assurances as may be reasonably requested to ensure compliance with the intent of this Loan Agreement and the other Loan Documents.

9.7 Covenants Regarding the Collateral and Leased Premises. The Borrower makes the following covenants with Lender regarding the Collateral:

- (a) The Borrower will use the Collateral only in the ordinary course of its businesses, and will not permit the Collateral to be knowingly used in violation of any applicable law or policy of insurance;
- (b) The Borrower will defend the Collateral against all claims and demands of all Persons, except for Permitted Liens;
- (c) The Borrower will, at Lender 's request, use reasonable efforts to obtain and deliver to Lender such waivers as Lender may require waiving a landlord's or subsequent lien holder's enforcement rights against the Collateral; and
- (d) The Borrower will not sell, assign, lease, transfer, pledge, hypothecate or otherwise dispose of or encumber the Collateral or any interest therein, except in the ordinary course of the Borrower's business, except as provided for herein.

9.8 Lease Agreements. A list of all Leases is set forth in **Exhibit O**.

SECTION 10

NEGATIVE COVENANTS

10.1 Debt. With the exception of Permitted Debt, the Borrower shall not incur, assume, create, permit to exist or guarantee any non-trade Debt;

10.2 Liens. The Borrower shall not create or permit any Liens on its property, assets, including without limitation the Collateral, except Permitted Liens;

10.3 Dividends and Redemptions. Other than Permitted Distributions, the Borrower shall not (i) pay or declare any dividends, including without limitation stock dividends, or other distributions, (ii) purchase, repurchase, redeem or otherwise acquire any stock or other equity interests in itself or any third party, or (iii) pay or acquire any debt subordinate to the Indebtedness, unless specifically permitted by the Lender in writing.

10.4 Loans and Other Investments. Other than Permitted Distributions, except as authorized by the Lender in writing, the Borrower shall not make or permit to exist any advances or loans to, or guarantee or become contingently liable, directly or indirectly, in connection with the obligations, leases, stock or dividends of, or own, purchase or make any commitment to purchase any stock, bonds, notes, debentures or other securities of, or any interest in, or make any capital contributions to (all of which are sometimes collectively referred to herein as "Investments") any Person except for (i) purchases of direct obligations of the federal government, (ii) deposits in the Lender, (iii) commercial paper of any U.S. corporation having the highest ratings then given by the Moody's Investors Services, Inc. or Standard & Poor's Corporation, and their successors and assigns, (iv) endorsement of negotiable instruments for collection in the ordinary course of business, and (v) advances to employees for business travel and other expenses incurred in the ordinary course of business;

10.5 Permitted Distributions. The aggregate amount of all Permitted Distributions shall not exceed one million five hundred thousand dollars (\$1,500,000). The Debtor shall not make either a Permitted Loan or Permitted Equity Contribution if (i) there is a Default under any of the Loan Documents, and such Default is continuing, or (ii) such Permitted Loan or Permitted Equity Contribution will (a) cause a Default under any of the Loan Documents, (b) have a Material Adverse Effect or (c) render the Borrower Insolvent;

10.6 Change in Business. The Borrower shall not enter into any business that is substantially different from the business in which it is presently engaged;

10.7 Change in Ownership and Control of the Borrower. The Borrower shall not issue or authorize any additional or new equity interests, stock, securities, rights or phantom stock, yet excluding issuance of warrants and options, that will result in a Change in Control of the Borrower. Equity interests in the Borrower, including without limitation all stock, equity interests, securities, rights, options, warrants and phantom stock, may be transferred or sold, so long as such transfer and/or sale does not or will not result in a Change in Control;

10.8 No Change in Name, Offices; Removal of Collateral. The Borrower shall not, unless they shall have given thirty (30) days' advance written notice thereof to Lender, (i) change their names, (ii) change the location of their chief executive offices or other office where books or records are kept, or (iii) change their state of organization. Other than in the ordinary course of business or as expressly provided for herein, the Borrower shall not move, remove, relocate or transfer the Collateral to any location not approved by the Lender, in writing;

10.9 No Sale, Leaseback. The Borrower shall not enter into any sale-and-leaseback or similar transaction, unless approved by the Lender in writing;

10.10 Margin Stock. The Borrower shall not use any proceeds of the JBP Demand Note or Demand Note to purchase or carry any margin stock (within the meaning of Regulation U of the Board of Governors of Federal Reserve System) or extend credit to others for the purpose of purchasing or carrying any margin stock;

10.11 Subsidiaries. The Borrower shall not create, acquire, form, merge with or dispose of any Subsidiary or permit any Subsidiary to issue capital stock, unless the Borrower (i) obtains the Lender's written consent, and (ii) simultaneously upon the creation, acquisition, formation or merger of a new direct Subsidiary the Borrower shall transfer to Lender sixty-six percent (66%) of all Equity Interests in such Subsidiary, and written stock powers related to such Equity Interests, which are reasonably acceptable to the Lender;

10.12 Trade or Fictitious Name. The Borrower shall give the Lender thirty (30) days prior written notice of use of or any change of any new trade or fictitious name. The use of any trade or fictitious name shall be in compliance in all material respects with all laws regarding the use of such names;

10.13 Liquidation, Mergers, Consolidations and Dispositions of Assets. Except as provided in Section 10.11 herein, or with the prior written approval of the Lender, which the

Lender shall not unreasonably withhold, delay or condition, the Borrower shall not dissolve, liquidate, or become a party to any merger or consolidation, or acquire by purchase, lease, sale or otherwise, all or a substantial part of the assets of any Person, or purchase, sell, transfer, lease or otherwise dispose of all or a substantial part of its property or assets, other than a purchase, sale, transfer, lease or other disposition made in the ordinary course of the Borrower's business. If any of the Borrower's property or assets are sold, transferred, leased or otherwise disposed the proceeds of such disposition shall be transferred directly to the Lender, and shall be applied to the outstanding amounts due under the Loan Documents in accordance with Sections 2.12 and 3.11. If the Borrower receive proceeds from a sale, transfer, lease or other disposition, except as otherwise expressly provided herein, it shall hold them in trust for the Lender, except as otherwise expressly provided herein, and immediately turn such proceeds over to the Lender;

10.14 Change of Fiscal Year or Accounting Methods. The Borrower shall not change their fiscal year or accounting methods if it will have a Material Adverse Effect;

10.15 Subordination of Debt and Intercreditor Agreements. All debts now or hereafter owed to any Person, other than capital leases, unsecured obligations and equipment leases of ten thousand dollars (\$10,000) or more that are incurred in the ordinary course of business, shall be governed by an intercreditor agreement or subordination agreement reasonably approved by the Lender;

10.16 Excluded Deposit Accounts. The Borrower shall not maintain a daily balance of fifty thousand dollars (\$50,000), or more, in any of the Excluded Deposit Accounts, and shall immediately transfer all funds in the Excluded Deposit Accounts in excess of fifty thousand dollars (\$50,000), to the Deposit Account.

SECTION 11

EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default under the this Loan Agreement and the other Loan Documents. The Events of Default are in no way intended to change or alter the DEMAND nature of the JBP Demand Note or the Demand Note, and are merely intended to be illustrative of situations in which the Lender may choose (but is not required) to make DEMAND for repayment of all amounts due under any and all of the Loan Documents:

11.1 There shall occur any default by Borrower in the payment, when due, of any principal or interest under the Loan Documents, including without limitation the JBP Demand Note and the Demand Note; or

11.2 There has occurred and/or is continuing a non-monetary default under this Loan Agreement and any of the other Loan Documents, and such non-monetary default is not cured within ten (10) days; or

11.3 The Borrower shall fail to observe or perform any non-monetary covenant, condition or agreement contained in this Loan Agreement, or any other Loan Document, and such default is not cured within ten (10) days; or

11.4 Any representation, warranty or certification made by Borrower in any Loan Document, herein or therein or in any letter, certificate or report furnished in connection herewith or therewith, shall prove to have been untrue or incorrect in any material respect when made; or

11.5 Any other obligation now or hereafter owed by Borrower to the Lender shall be in default and not cured within the applicable grace period, if any; or

11.6 Borrower shall be in default under any obligation for borrowed money in excess of fifty thousand dollars (\$50,000) owed to any other party, which default entitles the other party to accelerate any such obligations, unless such obligation is either (i) bonded by a surety company acceptable to the Lender or (ii) fully secured by a consensual lien from Borrower on the Borrower's assets or fully secured by a lien on assets owned by a third party or parties other than the Borrower; or

11.7 Borrower shall (a) voluntarily dissolve, liquidate or terminate operations or apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of such Person or of all or of a substantial part of its assets, (b) admit in writing its inability, or be generally unable, to pay its debts as they become due, (c) make a general assignment for the benefit of its/his creditors, (d) commence a voluntary case under the federal bankruptcy code (as now or hereafter in effect), (e) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (f) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the bankruptcy code, or (g) take any corporate action for the purpose of effecting any of the actions referred to in this Section 11.7; or

11.8 An involuntary petition or complaint shall be filed against Borrower, seeking bankruptcy relief or reorganization or the appointment of a receiver, custodian, trustee, intervenor or liquidator, of all or substantially all of its respective assets, and such petition or complaint shall not have been dismissed within sixty (60) days of the filing thereof; or an order, order for relief, judgment or decree shall be entered by any court of competent jurisdiction or other competent authority approving or ordering any of the foregoing actions; or

11.9 There shall occur any loss, theft, damage or destruction of any of the Collateral, which loss is not fully insured, less applicable deductibles; or

11.10 A final judgment in excess of fifty thousand dollars (\$50,000) shall be rendered against the Borrower, and such judgment shall remain undischarged, undismissed, not timely appealed and/or unstayed for more than forty-five (45) days (except judgments validly covered by insurance or surety bond with a deductible of not more than five thousand dollars (\$5,000)), or there shall occur any levy upon, or attachment, garnishment, replevin or other seizure of, any

material portion of the Collateral, which is not bonded over, dismissed or released within thirty (30) days of such levy, attachment, garnishment, replevin or other seizure; or

11.11 Borrower shall cease to be managed by its present management or other senior management personnel which are reasonably satisfactory to the Lender; or

11.12 The Mandatory Repayment Date, unless extended in writing by the Lender; or

11.13 Borrower takes or participates in any material action that is prohibited under any Intercreditor Agreement, or makes any payment not permitted under this Loan Agreement or applicable Related Agreement; or

11.14 Borrower's failure to comply with Sections 2.10 and 3.10 herein; or

11.15 An Overadvance arises as the result of any reduction in the Borrowing Base, or arises in any manner on terms not otherwise approved in advance by the Lender in writing; or

11.16 Any event or circumstance that causes or will cause a Material Adverse Effect, or any event or circumstance that the Lender reasonably believes in good faith will cause a Material Adverse Effect during the proceeding six (6) months; or

11.17 The conviction of any director or officer of Borrower for a felony offense under federal or state law; or

11.18 Entry of a court order that enjoins, restrains or in any way prevents Borrower from conducting its business, or materially interferes with the ownership, use, occupation or management of any of its assets; or

11.19 The Borrower shall fail to transfer to the Lender all Permitted Loan Documents, simultaneously with the making, grant or extension of a Permitted Loan.

SECTION 12

REMEDIES

12.1 Remedies. If any Event of Default shall occur and be continuing, under this Loan Agreement and any Loan Document, the Lender may without notice to the Borrower, at its option, take any or all of the following actions:

- (a) Accelerate any or all of Indebtedness and declare such Indebtedness to be immediately due and payable (if not earlier demanded);
- (b) Bring suit against the Borrower to collect the Indebtedness;

- (c) Exercise any remedy available to Lender hereunder or at law and take any action or exercise any remedy provided herein or in any other Loan Document or under applicable law;
- (d) Enforce and foreclose the security interest on the Collateral, without first enforcing or foreclosing any other security interest, or enforcing any Loan Document.

12.2 Rights Under the Code. Without waiving any of its other rights hereunder or under any other Loan Document or applicable law, Lender shall have all rights and remedies of a secured party under the Code (and the Uniform Commercial Code of any other applicable jurisdiction) and such other rights and remedies as may be available hereunder, under other applicable law or pursuant to contract.

12.3 Preparation of Collateral. Following and during an Event of Default, if requested by Lender, the Borrower will promptly (i) assemble any Collateral and make it available to Lender at a place to be designated by Lender, located within three hundred (300) miles of Boston, Massachusetts, and (ii) notify all obligors under all Permitted Loans to make all future payments directly to the Lender, in lieu of making payments to the Borrower.

12.4 Notice. The Borrower agree that any notice by Lender of the sale or disposition of any of the Collateral, or any other intended action hereunder, whether required by applicable law, the Code or otherwise, shall constitute reasonable notice to the Borrower if the notice is mailed to the Borrower by regular or certified mail, postage prepaid, at least ten (10) days before the action to be taken.

12.5 Receiver. In addition to any other remedy available to it, Lender shall have the absolute right, upon the occurrence and during the continuance of an Event of Default, to seek and obtain the appointment of a receiver to take possession of and operate and/or dispose of the assets of Borrower, including without limitation the Collateral, and any reasonable costs and expenses incurred by Lender in connection with such receivership shall bear interest at the Default Rate, and shall be secured by the Collateral.

12.6 Application of Proceeds. After the occurrence and during the continuance of an Event of Default, the Borrower authorizes Lender to collect and apply against the Indebtedness when due (i) any cash or deposit accounts in Lender's possession, (ii) any tax refunds, and (iii) any insurance premiums or any insurance proceeds payable on account of the loss or damage to the Collateral, and irrevocably appoints Lender as its attorney-in-fact to endorse any check or draft or take other action necessary to obtain such funds.

12.7 Non-Exclusive Remedies. No remedy shall be exclusive of other remedies or impair the right of Lender to exercise any other remedies.

12.8 Marshaling. The Borrower waives any and all rights they may have to require marshaling of their assets and/or the Lender's claims against them.

SECTION 13

MISCELLANEOUS PROVISIONS

13.1 Continuing Obligation to Cooperate. The Borrower agrees to execute and deliver to the Lender all such other and further instruments and documents and take or cause to be taken all such other and further action as the Lender may reasonably request in order to effect and confirm or vest more securely in the Lender all rights contemplated in this Loan Agreement.

13.2 Amendments. This Loan Agreement may be amended only by an instrument in writing and duly signed by the Lender and the Borrower.

13.3 Enforceability. If any provisions of this Loan Agreement shall be held to be illegal or unenforceable, such illegality or unenforceability shall relate solely to such provision and shall not affect the remainder of this Loan Agreement.

13.4 Venue. The Borrower and Lender agree that any action or proceeding to enforce or arising out of this Loan Agreement may be commenced in any federal or state court of the Commonwealth of Massachusetts sitting in the county of Suffolk.

13.5 Service of Process. The Borrower waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such court shall be properly served and confer personal jurisdiction if served by registered or certified mail, or as otherwise provided by the laws of the Commonwealth of Massachusetts or the United States of America.

13.6 No Waiver, Remedies Cumulative. No failure on the part of Lender to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. All rights and remedies herein provided are cumulative and are in addition to any other remedies provided by law, any Loan Document or otherwise.

13.7 Survival of Representations. All representations, warranties and covenants made herein shall survive the making of the Loans hereunder and the delivery of the Loan Documents, and shall continue in full force and effect so long as any Indebtedness is outstanding, there exists any commitment by Lender to the Borrower, and until this Loan Agreement is formally terminated in writing.

13.8 Indemnity. In addition to all other Indebtedness, the Borrower agrees to defend, protect, indemnify and hold harmless the Lender, and all of its respective Affiliates, Subsidiaries, officers, directors, employees, attorneys, accountants, consultants, agents and any controlling Persons (collectively the "**Indemnified Parties**") from and against any and all losses, claims, damages, liabilities, obligations, penalties, fees, costs, expenses and settlement agreements, joint and several (including, without limitation, reasonable attorneys' and paralegals' fees, costs and expenses) incurred by any of the Indemnified Parties, whether prior to or from and after the date

hereof, as a result of or arising from or relating to (i) the Commitment Letter, (ii) any due diligence effort (including, without limitation, public record search, recording fees, examinations and investigations of the properties of the Borrower, each Foreign Subsidiary, the Borrower's operations, each Foreign Subsidiary's operations and the Collateral), negotiation, preparation, execution and/or performance of any of the Loan Documents or of any document executed in connection with the transactions contemplated thereby and the perfection of Lender's Liens in the Collateral, maintenance of the Loan by the Lender, and any and all amendments, modifications, and supplements of any of the Loan Documents or restructuring of the Indebtedness, (iii) any suit, investigation, action or proceeding by any Person, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any Person under any statute, regulation or common law principle, arising from or in connection with any of the Loan Documents and/or Lender's furnishing of funds to the Borrower under this Loan Agreement, (iv) the Lender's preservation, administration and enforcement of its rights under the Loan Documents and applicable law, including the reasonable fees of the outstanding Indebtedness as attorneys fees if collected by or through an attorney at law and disbursements of counsel for Lender in connection therewith, whether suit be brought or not and whether incurred at trial or on appeal, and all costs of repossession, storage, disposition, protection and collection of Collateral, (v) periodic field exams, audits and appraisals performed by Lender, as permitted herein; and/or (vi) any matter relating to the financing transactions contemplated by the Loan Documents or by any document executed in connection with the transactions contemplated thereby, other than for such loss, damage, liability, obligation, penalty, fee, cost or expense, any of which arise from an Indemnified Parties' gross negligence or willful misconduct. No Indemnified Party shall be liable for any direct or consequential damages that arise from or are related to the Commitment Letter, this Loan Agreement or any of the Loan Documents. All obligations for indemnification hereunder for all of the foregoing losses, damages, liabilities, obligations, penalties, fees, costs and expenses shall be part of the Indebtedness, secured by the Collateral, and chargeable against the loan accounts of the Borrower. The indemnity herein shall survive the termination of this Loan Agreement.

13.9 Tax Obligations. If the Borrower should fail to pay any tax or other amount required by this Loan Agreement to be paid or which may be reasonably necessary to protect or preserve any Collateral, Lender may make such payment and the amount thereof shall be payable on demand, shall bear interest at the Default Rate from the date of payment by the Lender until paid and shall be deemed to be Indebtedness entitled to the benefit and security of the Loan Documents. The Borrower agrees to pay and save Lender harmless against any liability for payment of any state documentary stamp taxes, intangible taxes or similar taxes (including interest or penalties, if any) which may now or hereafter be determined to be payable in respect to the execution, delivery or recording of any Loan Document or the making of any Loan, whether originally thought to be due or not. The agreement herein shall survive the termination of this Loan Agreement.

13.10 Reinstatement. Notwithstanding anything herein to the contrary, this Loan Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Lender in respect of the Indebtedness is rescinded or must otherwise be restored or returned by the Lender upon the insolvency, bankruptcy, dissolution, liquidation or

reorganization of the Borrower, or upon the appointment of any receiver, assignee, intervener or conservator of, or trustee or similar official for, the Borrower or any substantial part of its properties, or otherwise, all as though such payments had not been made.

13.11 Notices. Any notice or other communication hereunder, or under any Loan Document, to any party hereto or thereto shall be by hand delivery, overnight delivery, facsimile, telegram, telex or registered or certified mail and unless otherwise provided herein shall be deemed to have been given or made when delivered, telegraphed, telexed, faxed or three (3) Business Days after having been deposited in the mails, postage prepaid, addressed to the party at its address specified in **Exhibit P** (or at any other address that the party may hereafter specify to the other parties in writing).

13.12 Governing Law. This Loan Agreement and all Loan Documents shall be deemed contracts made under the laws of the Commonwealth of Massachusetts, and shall be governed by and construed in accordance with the laws of said state (excluding its conflict of laws provisions if such provisions would require application of the laws of another jurisdiction).

13.13 Successors. This Loan Agreement shall be binding upon and shall inure to the benefit of the Borrower and the Lender, and their respective successors and assigns.

13.14 Assignment. The Borrower may not assign any of their rights, obligations, covenants, representations, warranties, duties or responsibilities hereunder and under the Loan Documents. Any such assignment shall be void. The Lender may assign all or part of its rights hereunder and under the Loan Documents, at any time.

13.15 Counterparts. This Loan Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute but one and the same instrument.

13.16 Exhibits. The exhibits annexed hereto are the only exhibits to be annexed to this Loan Agreement, and the material contained therein shall be incorporated herein.

13.17 Captions. The captions herein contained are inserted as a matter of convenience only and such captions do not form a part of this Loan Agreement and shall not be utilized in the construction hereof.

13.18 Powers. All powers of attorney granted to Lender are coupled with an interest and are irrevocable.

13.19 Approvals. If this Loan Agreement calls for the approval or consent of Lender, such approval or consent may be given or withheld in the discretion of Lender unless otherwise specified herein.

13.20 No Punitive Damages. Each party agrees that it shall not have a remedy of punitive or exemplary damages against the other and hereby waives any right or claim to punitive

or exemplary damages it may have now or which may arise in the future in connection with any Dispute.

13.21 Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LOAN AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS LOAN AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13.21.

13.22 Participations. Lender shall have the right to enter into one or more participation agreements with other lenders with respect to the Indebtedness. Upon prior notice to the Borrower of such participation, the Borrower shall thereafter furnish to such participant any information furnished by the Borrower to Lender pursuant to the terms of the Loan Documents. Nothing in this Loan Agreement or any other Loan Document shall prohibit Lender from pledging or assigning this Loan Agreement and Lender's rights under any of the other Loan Documents, including collateral therefore, to any Federal Reserve Lender in accordance with applicable law.

13.23 The Borrower's Officers and Agents. Lender shall have the right to deal with any officer or other representative designated in writing by the Borrower with regard to all matters concerning the rights and obligations of Lender hereunder and pursuant to applicable law with regard to the transactions contemplated under the Loan Documents. All actions or inactions of the officers, directors and/or agents of the Borrower with regard to the transactions contemplated under the Loan Documents shall be deemed with full authority and binding upon the Borrower hereunder. The foregoing is a material inducement to the agreement of Lender to enter into the terms hereof and to consummate the transactions contemplated hereby.

13.24 Fiduciary and Representative Capacities. If a party hereto executes this Loan Agreement in a fiduciary or representative capacity, only the estate or entity represented shall be bound by this Loan Agreement, and the party executing this Loan Agreement, and the shareholders, officers, directors, employees and beneficiaries of such party shall not be personally liable for any obligation, express or implied, hereunder.

13.25 Waiver of Certain Defenses. All rights of Lender and all obligations of the Borrower hereunder and under the Loan Documents shall be absolute and unconditional irrespective of (i) any change in the time, manner or place of payment of, or any other term of, all or any of the Indebtedness, or any other amendment or waiver of or any consent to any departure from any provision of the Loan Documents, (ii) any exchange, release or non-perfection of any other collateral given as security for the Indebtedness, or any release or amendment or waiver of

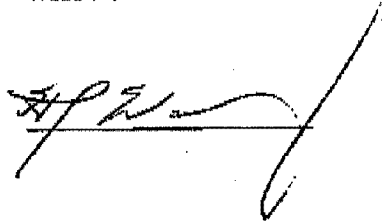
or consent to departure from any guaranty for all or any of the Indebtedness, or (iii) any other circumstance which might otherwise constitute a defense available to, or a discharge of the Borrower, or any third party, other than payment and performance in full of the Indebtedness.

13.26 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Loan Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Loan Agreement and (e) the word "asset" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

[Remainder of the page is blank. Signatures are on the following page.]


IN WITNESS WHEREOF, the parties hereto have caused this Loan Agreement to be duly executed as of the day and year first above written.

WITNESSED



THE BORROWER

BEST DOCTORS, INC.

By 

Evan Falchuk
Its President

LENDER

SOVEREIGN BANK

By _____
X. Tony Zhang
Its Senior Vice President
Duly Authorized

[Loan Agreement Signature Page]

09/24/2007 MON 16:21 FAX

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IN WITNESS WHEREOF, the parties hereto have caused this Loan Agreement to be duly executed as of the day and year first above written.

THE BORROWER

BEST DOCTORS, INC.

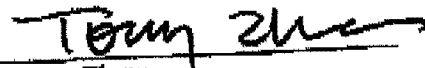
WITNESSED

By _____
Evan Falchuk
Its President

LENDER

SOVEREIGN BANK



By 
X. Tony Zhang
Its Senior Vice President
Duly Authorized

[Loan Agreement Signature Page]